IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
NORTHERN DIVISION

CHARLES JASON RICHMOND   PLAINTIFF

V.   CAUSE NO. 3:17-CV-5-CWR-FKB

CLAYTON BANK AND TRUST   DEFENDANT

ORDER

On January 23, 2017, plaintiff Charles Jason Richmond filed an affidavit swearing that he

"did not sign the Arbitration Agreement" at issue in this case. Docket No. 7-1. He added that he

has retained every document provided by defendant Clayton Bank since 2008, but never received

or knew about the Arbitration Agreement until Clayton submitted it in these proceedings. *Id.*

Not even two months passed before Richmond changed his mind. Now before the Court

is a stipulation, signed by Richmond and his attorney, which admits that he *did* sign the

Arbitration Agreement. No explanation is given for the abrupt about-face.

The short-term consequence of the stipulation is simple: this dispute will be ordered to

arbitration. The potential long-term consequences are more troubling. Other judges presiding

over similar arbitration-agreement cases have observed that "[p]erjury carries a severe penalty.

See 18 U.S.C. §§ 1621-1623 (providing for a fine and/or imprisonment of not more than five

years as punishment). Moreover, the parties and their counsel could be subject to civil sanctions

by this Court." *Reed v. Johnson*, No. 4:14-CV-176-SA-JMV, 2015 WL 9595518, at *5 n.8 (N.D.

Miss. Nov. 4, 2015) (quoting *Prevost v. Burns Int'l Sec. Servs. Corp.*, 126 F. Supp. 2d 439, 442

(S.D. Tex. 2000)). Richmond and his attorneys are hereby cautioned that future inconsistent

sworn statements could subject them to sanctions or criminal prosecution.

Clayton's motion to dismiss and compel arbitration is granted. A separate Final Judgment will issue this day. The Court retains jurisdiction over this dispute should further proceedings be necessary. *See* 9 U.S.C. §§ 9-13.

SO ORDERED, this the 16th day of March, 2017.

s/ Carlton W. Reeves
UNITED STATES DISTRICT JUDGE